

SETTLEMENT AGREEMENT

The parties to this Settlement Agreement (“Agreement”) are Oregon Federation of Nurses and Health Professionals, AFT Local 5017 (“Union”), and PeaceHealth Sacred Heart Medical Center (“PeaceHealth”).

A. Union filed a grievance under the collective bargaining agreement between PeaceHealth and Union, alleging violation of Article 10.6 of the parties’ collective bargaining agreement (the “Grievance”).

B. Negotiations between Union and PeaceHealth have resulted in settlement of the Grievance, the terms and conditions of which are set forth in this Agreement.

The parties therefore agree as follows:

1. PeaceHealth will communicate with pharmacy technicians on an individual basis regarding changes to the campus where their scheduled work is to occur after the schedule is posted. Communication may be through the pharmacy department’s current mode of communication, i.e., Teams, Everbridge, text message, e-mail, verbal (phone or in person), or as otherwise agreed to by PeaceHealth and the pharmacy technician.

2. For campus changes made to the schedule after it is posted but before the work is to occur, PeaceHealth will contact that pharmacy technician to inform them of the campus change and ask if the pharmacy technician agrees. Except as otherwise noted below, the pharmacy technician must respond with a yes or no within 24 hours unless they are off work. If the pharmacy technician is off work when the request is made, they must respond with a yes or no during their first shift after returning to work. A lack of response will not be a basis for discipline.

3. For campus changes that are necessary due to sick calls (call-outs due to illness, in which PeaceHealth receives notice of the absence less than 24 hours before a shift is to occur), PeaceHealth will obtain mutual agreement with the pharmacy technician by notifying the pharmacy technician via Everbridge of campus changes, but the pharmacy technician retains the right to contact central scheduling to decline the move if they do not agree. The right to contact central scheduling to decline the campus move a pharmacy technician does not agree with will be included in the template language sent out in the Everbridge message:

Hello - Please see the following staffing changes for [INSERT ASSIGNMENT DETAILS HERE]

NOTE: If the above change(s) involve a campus specific move for you, you have the right to contact Central (541-222-1400) and notify them that you do not agree to this campus change. If that is the case, please do so as soon as possible from receipt of this notice.

4. Both parties acknowledge that PeaceHealth has the right to move pharmacy technicians absent mutual agreement in emergency circumstances.

5. Union recognizes that pharmacy technicians are not hired to work at a specific campus. Pharmacy technicians agree that they will not unreasonably decline requests to work at a different campus after the schedule is posted.

6. The parties agree to work together in good faith to address coverage issues that arise following implementation of this Agreement.

7. To this extent this Agreement conflicts with any other provision of the parties' collective bargaining agreement, this Agreement will govern.

8. Union and PeaceHealth will split Arbitrator Bonney's cancellation fee on a 50-50 basis.

9. The Grievance is deemed fully and finally resolved, and Union will not further pursue the Grievance.

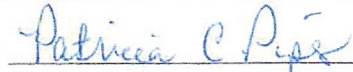
10. Neither this Agreement nor any of its terms or conditions (a) constitutes an admission of a violation of the collective bargaining agreement or any other liability or wrongdoing, (b) may be offered or received in evidence in any action or proceeding as evidence of an admission of liability or wrongdoing, or (c) sets any practice or precedent.

**OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS, AFT
LOCAL 5017**

By 

Date 3.3.23

PEACEHEALTH SACRED HEART MEDICAL CENTER

By 

Date 3/3/2023